Agenda Item Form Agenda Date: 5/11/2004 Districts Affected: All Dept. Head/Contact Information: Norman C. Merrifield, Parks & Recreation Director Type of Agenda Item: ⊠Resolution ☐ Staffing Table Changes ☐Board Appointments ☐Tax Refunds ☐ Tax Installment Agreements ☐ Donations Item Placed by Citizen RFP/ BID/ Best Value Procurement ☐ Budget Transfer ☐ Application for Facility Use ☐Bldg. Permits/Inspection ☐ Introduction of Ordinance ☐Interlocal Agreements Contract/Lease Agreement Grant Application Other **Funding Source:** ☐General Fund Grant (duration of funds: ____ Months) Legal: □ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar □ Approved П Denied Timeline Priority: ⊠High ☐Medium Low # of days:

Why is this item necessary:

Necessary to permit contract employees to perform duties outlined in contracts

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Maintenance and operating expenditures are nil

Statutory or Citizen Concerns:

Demands and needs are met

Departmental Concerns:

Approval of employee contractor contracts will enable Parks Dept/Aquatics to meet it's mission objectives and functions

CILA CLEZK CEPARTHENT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute the following **EMPLOYEE CONTRACTOR** contracts on behalf of the **PARKS AND RECREATION DEPARTMENT**. Funding for these contracts is in fiscal year **2003/2004** appropriations to be approved by the City Council.

AQUATICS

DEPARTMENT ID: 51010281, ACCOUNT 501011

1. CONTRACTOR: Sabrina Cox, Swim Instructor Coordinator, Step 3

DATES: May 26, 2004 through September 30, 2004

RATE PER HR: \$7.20

CONTRACT NO: 2003/2004-254

2. CONTRACTOR: Heather E. Curiel, Lifeguard, Step 2

DATES: May 12, 2004 through September 30, 2004

RATE PER HR: \$6.00

CONTRACT NO: 2003/2004-255

3. CONTRACTOR: Aira A. Dolz, Swim Instructor, Step 1

DATES: May 12, 2004 through September 30, 2004

RATE PER HR: \$5.35

CONTRACT NO: 2003/2004-256

4. CONTRACTOR: Christian A. Dolz, Swim Instructor, Step 1

DATES: May 12, 2004 through September 30, 2004

RATE PER HR: \$5.35 CONTRACT NO: **2003/2004-257**

5. CONTRACTOR: Nicholas S. Haddox, Lifeguard, Step 2
DATES: May 12, 2004 through September 30, 2004

RATE PER HR: \$6.00

CONTRACT NO: 2003/2004-258

6. CONTRACTOR: Adrian Lopez, Swim Instructor, Step 1

DATES: May 12, 2004 through September 30, 2004 RATE PER HR: \$5.35

CONTRACT NO: 2003/2004-259

7. CONTRACTOR: Reyes J. Manriquez, Swim Instructor, Step 1

DATES: May 12, 2004 through September 30, 2004

RATE PER HR: \$5.35 CONTRACT NO: **2003/2004-260**

8. CONTRACTOR: Jose A. Martinez, Swim Instructor, Step 1

DATES: May 12, 2004 through September 30, 2004

RATE PER HR: \$5.35

CONTRACT NO: 2003/2004-261

9.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Jorge A. Rodriguez, Lifeguard, Step 2 May 12, 2004 through September 30, 2004 \$6.00 2003/2004-262		
10.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Yvette Sausameda, Swim Instructor, Step 1 May 12, 2004 through September 30, 2004 \$5.35 2003/2004-263		
11.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Vicente A. Sosa, Swim Instructor, Step 1 May 12, 2004 through September 30, 2004 \$5.35 2003/2004-264		
12.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Hernan Torres, Lifeguard, Step 2 May 12, 2004 through September 30, 2004 \$6.00 2003/2004-265		
13.	CONTRACTOR: DATES: RATE PER HR: CONTRACT NO:	Liz D. Vasquez, Swim Instructor, Step 1 May 12, 2004 through September 30, 2004 \$5.35 2003/2004-266		
	APPROVED this	11 th day of <u>May</u> , 2004.		
		THE CITY OF EL PASO		
ATTE	ST:			
		Joe Wardy Mayor		
Richa City C	rda Duffy Momsen Elerk			
APPR	ROVED AS TO FORM	APPROVED AS TO CONTENT:		
		Mom Chiline		
	alupe Cuellar y City Attorney	Norman C. Merrifield, Director Parks & Recreation Department		

16303 51010281

CLASS: 51151 PROJECT: P500203

SPEED CHART:

P0181 501011

ACCOUNT: 501011 CONTRACT NO:_{2003/2004-254}

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and SABRINA K. COX, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a <u>SWIM INSTRUCTOR COORDINATOR</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City:

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR COORDINATOR STEP 3, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 26, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$7.20 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** Name: SABRINA K. COX 2 Civic Center Plaza SS#: _____ El Paso, Texas 79901-1163 Address: City/State/Zip: Phone: IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this ______ day of _______, _______, CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk PARENT(S) (If Minor) APPROVED AS TO FORM: APPROVED AS TO CONTENT: Guadalupe Cuellar on Direct Deputy City Attorney

Administrative Analyst

DEPARTMENT ID: 16303 51010281 CLASS: 51151

PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011

CONTRACT NO:2003/2004-255

STATE OF TEXAS	
)	EMPLOYMENT CONTRACT
COUNTY OF EL PASO)	PARKS AND RECREATION
· · · · · · · · · · · · · · · · · · ·	een the CITY OF EL PASO, a home rule municipal corporation hereinafter URIEL , hereinafter referred to as "Contractor," witnesseth:
	age the employment of the Contractor as a LIFEGUARD coordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledgea	ble and capable of rendering said employment to the City;
NOW THEREFORE, the parties here	to mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.

CONTAINED ON THE CONTRACT OF

- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	DNTRACTOR: Name: HEATHER E. CURIEL SS#: Address: City/State/Zip: Phone:
IN WITNESS WHEREOF the parti	es have executed this agreement in El Paso, Texas on this
day of	
	CITY OF EL PASO, TEXAS
ATTEST:	Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk	CONTRACTOR:
	PARENT(S) (If Minor)
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney	Parks and Recreation Director
	Program Coordinator
	Administrative Analyst

51151

CLASS: P500203

PROJECT: P0181 SPEED CHART: 501011 ACCOUNT:

CONTRACT NO:2003/2004-256

STATE OF TEXAS **EMPLOYMENT CONTRACT** COUNTY OF EL PASO PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and AIRA A. DOLZ , hereinafter referred to as "Contractor," witnesseth: SWIM INSTRUCTOR WHEREAS, the City has a need to engage the employment of the Contractor as a for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. **SCOPE OF EMPLOYMENT** The Contractor shall perform the employment of , under the terms and conditions hereafter stated, and the SWIM INSTRUCTOR, STEP 1 contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. TIME OF PERFORMANCE The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until SEPTEMBER 30, 2004
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. LAW GOVERNING CONTRACT For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: AIRA A. DOLZ SS#: Address: City/State/Zip: Phone:
IN WITNESS WHEREOF the	e parties have executed	this agreement in El Paso, Texas on this
day of		·
		CITY OF EL PASO, TEXAS
ATTEST:		Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk		CONTRACTOR:
		PARENT(S) (If Minor)
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recreation Director
		Program Coordinator
		Superintendent Administrative Analyst

CLASS: 51151

PROJECT: P500203 SPEED CHART: P0181 ACCOUNT: 501011

CONTRACT NO: 2003/2004-257

- SWIM INSTRUCTOR, STEP 1 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT

 The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Address: City/State/Zip: Phone:	
IN WITNESS WHEREOF the	parties have executed	this agreement in El	Paso, Texas on this
day of		·	
		CITY OF EL P	ASO, TEXAS
ATTEST:		Joe Wardy, May	or
Richarda Duffy Momsen City Clerk		CONTRACTO	
		PARENT(S) (If	
APPROVED AS TO FORM:	(APPROVED AS	S TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recrea	Sall
		Superintendent Administrative A	Jones James James

CLASS: 51151

PROJECT: P500203 SPEED CHART: P0181 ACCOUNT: 501011

CONTRACT NO: 2003/2004-258

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and NICHOLAS S. HADDOX, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of LFIEGUARD, STEP 2 , under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: Nicholas S. Haddox SS#: Address: City/Stat+ Phone:
IN WITNESS WHEREOF the	parties have executed	this agreement in El Paso, Texas on this
day of		·
		CITY OF EL PASO, TEXAS
ATTEST:		Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk		contractor:
		PARENT(S) (If Minor)
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recreation Director
		Program Voordinator
		Superintendent Administrative Analyst

16303 51010281

CLASS:

PROJECT:

51151 P500203

SPEED CHART:

P0181

ACCOUNT: 501011 CONTRACT NO: 2003/2004-259

STATE OF TEXAS)	0011111101110, == 00, =00,
)	EMPLOYMENT CONTRACT
COUNTY OF EL PASO	PARKS AND RECREATION
COUNTI OF ELIASO	FARAS AND RECREATION
This contract entered into by and be referred to as "City," andADRIAN I	tween the CITY OF EL PASO, a home rule municipal corporation hereinafter OPEZ, hereinafter referred to as "Contractor," witnesseth:
WHEREAS, the City has a need to a for the Parks and Recreation Department i	engage the employment of the Contractor as a <u>SWIM_INSTRUCTOR</u> accordance with Section 6.6-5 of the Civil Service Charter, and
WHEREAS, contractor is knowledge	geable and capable of rendering said employment to the City;
NOW THEREFORE, the parties h	ereto mutually agree as follows:
SWIM INSTRUCTOR, STE contractor hereby accepts and agrees to per	The Contractor shall perform the employment of p 1, under the terms and conditions hereafter stated, and the form such employment. Contractor agrees to adhere to all relevant rules and
policies of the City and Parks and Recreati	on Department.
	The employment of contractor is to commence on or about continue until <u>SEPTEMBER 30, 2004</u> .
of \$5.35 P/H and shall	HOD OF PAYMENT The Contractor shall be paid biweekly at the rate receive pay increases in accordance with the city's policy for Parks and. Contractor will not be scheduled to work in excess of 40 hours a week,
however, in the event that unforeseen circu week, Contractor shall be paid overtime in	mstances arise that require the contractor to work in excess of 40 hours per accordance with the Fair Labor Standards Act. The City will provide no fringe will he/she make a claim against the City for more than the rate provided under

- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Address: City/State/Zip:	ADRIAN LOPEZ
		Phone:	
IN WITNESS WHEREOF the	e parties have executed	this agreement in Ell	Paso, Texas on this
day of		,	
		CITY OF EL P.	ASO, TEXAS
ATTEST:		Joe Wardy, Maye	or
Richarda Duffy Momsen City Clerk		CONTRACTOR	R:
		PARENT(S) (IF	Minor) Apple
APPROVED AS TO FORM:		APPROVED AS	TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recrea	Sallo
		Program Coordin	2 Fulle-
		Administrative A	Innaut nalvst

CLASS: 51151

PROJECT: P500203 SPEED CHART: P0181

ACCOUNT: 501011

CONTRACT NO: 2003/2004-260

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and REYES J. MANRIQUEZ, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a <u>SWIM INSTRUCTOR</u> for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Address: City/State/Zip: Phone:	
IN WITNESS WHEREOF the	parties have executed	this agreement in El	Paso, Texas on this
day of		·	
		CITY OF EL P	ASO, TEXAS
ATTEST:		Joe Wardy, May	or
Richarda Duffy Momsen City Clerk		CONTRACTOR	R: Man-yez
		PARENT(S) (If	
APPROVED AS TO FORM:		APPROVED AS	S TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recrea	
		Program Coordin	ator (A. Valle
		Superintendent Administrative A	malyst

FUND:

16303

DEPARTMENT ID:

51010281 51151

CLASS: PROJECT:

P500203

SPEED CHART:

P0181

ACCOUNT:

501011 CONTRACT NO: 2003/2004-261

STATE OF TEXAS EMPLOVMENT CONTRACT

COUNTY OF EL PASO) PARKS AND RECREATION	
This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation her referred to as "City," and	
WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCT for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and	OR_
WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;	
NOW THEREFORE, the parties hereto mutually agree as follows:	
1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1 , under the terms and conditions hereafter stated, and the	
contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rul policies of the City and Parks and Recreation Department.	es and
2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u> .	
3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the ra	
of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks an	
Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week	
however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours	; per

week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract. 4. LOCATION OF PERFORMANCE The places where such employment is to be performed is the City of

El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.

- 5. LAW GOVERNING CONTRACT For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: Jose A Martinez
IN WITNESS WHEREOF the	parties have executed	this agreement in El Paso, Texas on this
day of		·
		CITY OF EL PASO, TEXAS
ATTEST:		Joe Wardy, Mayor
Richarda Duffy Momsen City Clerk		CONTRACTOR:
		PARENT(S) (If Minor)
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recreation Director
		Program Coordinator
		Superintendent
		Administrative Analyst

FUND: 16303 DEPARTMENT ID: 51010281

CLASS: 51151 POURCE: P500203

PROJECT: P500203 P0181 ACCOUNT: 501011

CONTRACT NO: 2003/2004-262

STATE OF TEXAS)

(COUNTY OF EL PASO)

EMPLOYMENT CONTRACT PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and ______JORGE A. RODRIGUEZ ______, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a _____LIFEGUARD for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of LIFEGUARD, STEP 2, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$6.00 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. <u>TERMINATION</u> Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. **NOTICE** Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

d this agreement in El Dago. Tayon on this
d this agreement in El Paso, Texas on this
_^·
CITY OF EL PASO, TEXAS
Joe Wardy, Mayor
CONTRACTOR: July a. Pag
PARENT(S) (If Minor)
APPROVED AS TO CONTENT:
Parks and Recreation Director
Program Coordinator
Administrative Analyst

CLASS: 51151 PROJECT: P500203 SPEED CHART: P0181

ACCOUNT: 501011 CONTRACT NO: 2003/2004-263

STATE OF TEXAS)

(COUNTY OF EL PASO)

EMPLOYMENT CONTRACT PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and _________, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about May 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

Parks/Employment Contract Page

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas	CONTRACTOR:	Name:	YVETTE SAUSAMEDA	
2 Civic Center Plaza		SS#:		
El Paso, Texas 79901-1163		Address:	-	
		City/State/Zip:Phone:		
		i none.	-	
IN WITNESS WHEREOF the	e parties have executed	this agreement in E	l Paso, Texas on this	
day of		· · · · · · · · · · · · · · · · · · ·		
		CITY OF EL	PASO, TEXAS	
ATTEST:		T XV J N.		
		Joe Wardy, Ma	yor	
Richarda Duffy Momsen		CONTRACTO	on. Z	
City Clerk		CONTRACTO	Souramedo.	
		PAKENT(S)	1	
		Jaken	Dusamede	
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:		
		Mand	Aul	
Guadalupe Cuellar	The state of the s	Parks and Recr	eation Director	
Deputy City Attorney			/ M. MAL	
Deputy City Timetics		- Delding Y	(Dally)	
		Program Coord	inator	
		Laure	A. Fulle-	
		Superintendent		
			Januar L	
		Administrative	Analyst	

FUND: 16303 DEPARTMENT ID: 51010281

CLASS: 51151

PROJECT: P500203
SPEED CHART: P0181
ACCOUNT: 501011

CONTRACT NO: 2003/2004-264

STATE OF TEXAS)

EMPLOYMENT CONTRACT
COUNTY OF EL PASO) PARKS AND RECREATION

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and VICENTE A. SOSA , hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a SWIM INSTRUCTOR

for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter, and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of SWIM INSTRUCTOR, STEP 1, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.
 - 2. <u>TIME OF PERFORMANCE</u> The employment of contractor is to commence on or about MAY 12, 2004 and shall continue until <u>SEPTEMBER 30, 2004</u>.
- 3. <u>COMPENSATION AND METHOD OF PAYMENT</u> The Contractor shall be paid biweekly at the rate of \$5.35 and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. **LOCATION OF PERFORMANCE** The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same, it is agreed that this contract is entered into the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination
- 7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address: Name: VICENTE A. SOSA CITY: Mayor, City of El Paso, Texas **CONTRACTOR:** 2 Civic Center Plaza SS#: El Paso, Texas 79901-1163 Address:___ City/State/Zip:__ Phone: IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this day of _______, _______. CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen CONTRACTOR: City Clerk PARENT(S) (If Minor) APPROVED AS TO CONTENT: APPROVED AS TO FORM: Guadalupe Cuellar Deputy City Attorney Superintendent

Administrative Analyst

16303 51010281

CLASS:

51151 P500203

PROJECT: SPEED CHART:

P0181

ACCOUNT:

501011 CONTRACT NO: 2003/2004-265

STATE OF TEXAS)
COUNTY OF EL PASO) EMPLOYMENT CONTRACT) PARKS AND RECREATION
This contract entered into by and b referred to as "City," and HERNA	netween the CITY OF EL PASO, a home rule municipal corporation hereinafter N TORRES, hereinafter referred to as "Contractor," witnesseth:
	engage the employment of the Contractor as a <u>LIFEGUARD</u> in accordance with Section 6.6-5 of the Civil Service Charter, and
-	dgeable and capable of rendering said employment to the City;
NOW THEREFORE, the parties	hereto mutually agree as follows:
LIFEGUARD, STEP 2	The Contractor shall perform the employment of, under the terms and conditions hereafter stated, and the erform such employment. Contractor agrees to adhere to all relevant rules and tion Department.
	The employment of contractor is to commence on or about ll continue until SEPTEMBER 30, 2004
of \$6.00 P/H and sha Recreation Department contract employee however, in the event that unforeseen circ week, Contractor shall be paid overtime in	THOD OF PAYMENT The Contractor shall be paid biweekly at the rate ll receive pay increases in accordance with the city's policy for Parks and es. Contractor will not be scheduled to work in excess of 40 hours a week, umstances arise that require the contractor to work in excess of 40 hours per a accordance with the Fair Labor Standards Act. The City will provide no fringe will he/she make a claim against the City for more than the rate provided under
4. LOCATION OF PERFORMA El Paso, State of Texas or in such places a	ANCE The places where such employment is to be performed is the City of as may be necessary in the performance of this agreement.
5. LAW GOVERNING CONTR governing the same, it is agreed that this c	ACT For purposes of determining the place of the contract and the law ontract is entered into the City and County of El Paso, State of Texas, and shall

6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination

be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County

7. MISCELLANEOUS The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under the agreement

- 8. <u>COMPLETE AGREEMENT</u> This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.
- 9. <u>NOTICE</u> Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

CITY: Mayor, City of El Paso, Texas 2 Civic Center Plaza El Paso, Texas 79901-1163	CONTRACTOR:	Name: SS#: Address: City/State/Zip: Phone:	_
IN WITNESS WHEREOF the	parties have executed	this agreement in E	El Paso, Texas on this
day of		e-Rich - Village	
		CITY OF EL	PASO, TEXAS
ATTEST:		Joe Wardy, Ma	yor
Richarda Duffy Momsen City Clerk		CONTRACTO Aema	OR: M JOHNSON
		PARENT(S) (I	elleste
APPROVED AS TO FORM:		APPROVED A	AS TO CONTENT:
Guadalupe Cuellar Deputy City Attorney		Parks and Recre	Hallo
		Program Coord	D. Fuller
		Saperintendent Administrative	Analyst



STATE OF TEXAS

COUNTY OF EL PASO

EMPLOYMENT CONTRACT PARKS AND RECREATION

DEPARTMENT ID: 51010281
CLASS: 51151
FUND: 16303
PROJECT: P500203
SPEED CHARTO181
ACCOUNT: 501011
CONTRACT NO: 2003/2004-266

This contract entered into by and between the CITY OF EL PASO, a home rule municipal corporation hereinafter referred to as "City," and Liz D. Vasquez ___, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City has a need to engage the employment of the Contractor as a Swim Instructor for the Parks and Recreation Department in accordance with Section 6.6-5 of the Civil Service Charter; and

WHEREAS, contractor is knowledgeable and capable of rendering said employment to the City;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF EMPLOYMENT The Contractor shall perform the employment of Swim Instructor, Step 1 _____, under the terms and conditions hereafter stated, and the contractor hereby accepts and agrees to perform such employment. Contractor agrees to adhere to all relevant rules and policies of the City and Parks and Recreation Department.

- 2. <u>TIME OF PERFORMANCE</u> The employment of Contractor is to commence on or about May 12, 2004 and shall continue until <u>September 30, 2004</u>.
- 3. COMPENSATION AND METHOD OF PAYMENT The Contractor shall be paid biweekly at the rate of \$5.35 P/H and shall receive pay increases in accordance with the city's policy for Parks and Recreation Department contract employees. Contractor will not be scheduled to work in excess of 40 hours a week, however, in the event that unforeseen circumstances arise that require the Contractor to work in excess of 40 hours per week, Contractor shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Contractor agrees that at no time will he/she make a claim against the City for more than the rate provided under the terms of this contract.
- 4. <u>LOCATION OF PERFORMANCE</u> The places where such employment is to be performed is the City of El Paso, State of Texas or in such places as may be necessary in the performance of this agreement.
- 5. <u>LAW GOVERNING CONTRACT</u> For purposes of determining the place of the contract and the law governing the same it, it is agreed that this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the courts El Paso County.
- 6. **TERMINATION** Either party may terminate this contract without cause after 14 days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Contractor, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the Director of the Parks and Recreation Department. Contractor acknowledges that he/she has no right of appeal with respect to such termination.
- 7. <u>MISCELLANEOUS</u> The City shall provide such workspaces for Contractor as is necessary for Contractor to carry out his/her duties under this agreement.

Deputy City Attorney

8. **COMPLETE AGREEMENT** This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the employment of the Contractor for the City, and in reference to any of the matters or things herein provided for, or here in before discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt

Requested, postage prepaid, to the following address: CITY: Mayor, City of El Paso, Texas CONTRACTOR: Name: LIZ DIANA VASQUEZ 2 Civic Center Plaza SS#:____ El Paso, Texas 79901-1163 Address: City/State/Zip: Phone: IN WITNESS WHEREOF the parties have executed this agreement in El Paso, Texas on this ______ day of _______, ________ CITY OF EL PASO, TEXAS ATTEST: Joe Wardy, Mayor Richarda Duffy Momsen City Clerk **CONTRACTOR:** PARENT(S) (If Minor) APPROVED AS TO FORM: APPROVED AS TO CONTENT: Guadalupe Cuellar

Administrative Analyst

Program Coordinator

Parks and Recreation Director